



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER _____

PAGE 1 OF 10

DATE: 11/19/2024

SUBJECT: CONSIDERATION OF THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN TARRANT COUNTY AND THE TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1 FOR THE PROVISION OF ADMINISTRATIVE SERVICES

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider the first amendment to the Interlocal Agreement (ILA) between Tarrant County and the Tarrant County Emergency Services District (ESD) No.1 for the provision of administrative services.

BACKGROUND

On September 19, 2023, the Commissioners Court, through Court Order #141719, approved an ILA with Tarrant County ESD No. 1 to provide the ESD office space at 2750 Premier Street, Fort Worth, Texas 76111 investment assistance and limited administrative support for FY 2024.

With approval of this amendment, additional administrative services will be provided, as outlined in Exhibit A. In addition, this ILA will include additional financial consideration for those services, as outlined in Exhibit B. The County will charge for administrative support services during Fiscal Year 2024 in a not-to-exceed amount of \$50,000.00 and the total Annual Service Fee to be paid by the ESD to the County for Fiscal Year 2024 is in the amount of \$52,400.00.

The term of this ILA is from October 1, 2024 through September 30, 2025. Except as modified by this Amendment, all terms and conditions of the ILA shall remain in effect.

The Criminal District Attorney's Office has reviewed this ILA as to form and content.

FISCAL IMPACT

The ESD will remit payment in the amount of \$52,400.00 in equal quarters, no later than January 15, April 15, July 15, and October 15 of each year and will help offset personnel expenditures in T3100-2025.

SUBMITTED BY	Administrator	PREPARED BY:	Miriam Garza
		APPROVED BY:	Kandice Boutte

STATE OF TEXAS

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§
§
§

FIRST AMENDMENT TO INTERLOCAL AGREEMENT
BETWEEN TARRANT COUNTY AND TARRANT
COUNTY EMERGENCY SERVICES DISTRICT NO. 1
FOR ADMINISTRATIVE SERVICES

COUNTY OF TARRANT

Tarrant County ("COUNTY") and Tarrant County Emergency Services District No. 1 ("DISTRICT"), each a "Party" and collectively the "Parties" to an Interlocal Agreement (ILA) now wish to amend the ILA. This Amendment, incorporating all exhibits hereto, is effective upon the signature of the Parties.

WHEREAS, on September 19, 2023, through Court Order No. 14179, COUNTY approved an ILA to provide office space and certain administrative services to the DISTRICT; and

WHEREAS, on November 7, 2023, Tarrant County voters approved the adoption of a local sales and use tax in Tarrant County Emergency Services District No. 1 at a rate not to exceed two percent at any location in the district; and

WHEREAS, the Parties agree that current DISTRICT staffing and structure does not support the efficient and effective utilization of increased tax revenues, nor the implementation of services necessary to support the district; and

WHEREAS, the Parties agree that, by entering into this ILA, DISTRICT will benefit from additional administrative services that will support the DISTRICT in the performance of its statutory obligations; and

WHEREAS, the Parties wish to amend the ILA to include additional administrative services as outlined in Exhibit A to this Amendment, as requested by the DISTRICT; and

WHEREAS, the Parties wish to amend the ILA to include additional financial consideration for those services, as outlined in Exhibit B to this Amendment; and

WHEREAS, the expenses of any payments or performance required by the ILA shall come from current revenues legally available to the DISTRICT; and

WHEREAS, the subject of the ILA is necessary for the benefit of the public and each Party has the legal authority to perform and to provide the governmental functions or services which are the subject matter of this ILA; and

WHEREAS, the parties find that the performance of the ILA is in the common interest of the Parties, and the performance and payment fairly compensate the Parties.

NOW, THEREFORE, the Parties agree as follows:

1. Paragraph numbers One through Six of the ILA shall be removed and replaced with the information, terms, and conditions contained herein, including Exhibits A, B, and C attached hereto and incorporated herein for all purposes.
2. Any and all information necessary to provide the services outlined in Exhibit A shall be provided to COUNTY by DISTRICT in a timely manner, conducive to seamless continuity of services.
3. No part of the ILA or this Amendment shall supersede the powers and duties nor diminish nor preclude the responsibilities of the DISTRICT Board of Commissioners as described in Section 775 Texas Health and Safety Code.
4. The ILA may be terminated for any reason by DISTRICT or COUNTY upon ninety days (90) written notice from the terminating party to the other party. DISTRICT shall pay COUNTY any amounts due under this Agreement up to the date of termination. By December 31, following notice of termination, County shall provide DISTRICT an invoice outlining termination expenses. DISTRICT shall remit payment for that invoice as allowed by applicable law.
5. If the DISTRICT proposes to impose a property tax rate in any year that exceeds the no-new revenue or voter-approval rate, the DISTRICT shall provide the COUNTY with such proposed property tax rate, including a copy of any legally required notice of a public hearing under Tax Code Chapter 26 as soon as possible after initially proposing such a tax rate, but not later than three (3) calendar days after publishing the notice of a public hearing on a property tax rate that exceeds the no-new revenue or voter-approval rate.
6. The ILA shall continue from year to year beginning on October 1, 2024, through September 30, 2025, subject to each party's right of non-appropriation.
7. Except as modified by this Amendment, all terms and conditions of the ILA shall remain in effect.
8. Public Information Act. Information, documentation, and other material related to this ILA may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "**Public Information Act**"). In accordance with Section 2252.907 of the Texas Government Code, County is required to make any information created or exchanged with DISTRICT pursuant to this ILA, and not otherwise excepted from disclosure under the Texas Public Information Act,

available in a format that is accessible by the public at no additional charge to the DISTRICT.

9. Governmental Liability. Each party expressly waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this ILA. Any third-party claims against the County shall be governed by the Texas Tort Claims Act or other appropriate statutes and laws of the State of Texas and the United States.
10. Sovereign Immunity. The Parties expressly agree that no provision of this ILA is in any way intended to constitute a waiver by the DISTRICT or the County of any rights, immunities, or defense that party may have.
11. Governing Law. This ILA shall be governed by and construed in accordance with the laws of the state of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this ILA is fixed in a district court of Tarrant County, Texas for a claim arising under state law or the Fort Worth division of the Northern District of Texas for a claim arising under federal law, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to County or the DISTRICT.
12. Severability. In the event any section, subsection, paragraph, sentence, phrase, or word is held invalid, illegal, or unconstitutional, the balance of this ILA shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase, or word.
13. Joint Venture & Agency. The relationship between the Parties to the ILA and this Amendment does not create a partnership or joint venture between the parties. The ILA and this Amendment does not appoint any party as agent for the other party.
14. Third Party. The Parties do not enter into the ILA and this Amendment to protect any specific third party. The intent of the ILA and this Amendment excludes the idea of a suit by a third-party beneficiary. The Parties do not consent to the waiver of sovereign immunity under Texas law to the extent any party may have immunity under Texas law.
15. Entire Agreement and Amendments. The ILA, this Amendment, and all exhibits incorporated and made a part of the Amendment constitute the entire agreement between the Parties. All prior proposals, negotiations, notices, and representations not incorporated into this ILA are void and have no legal effect. Any future amendment or modification to this ILA is not valid unless evidenced in writing and signed by the County and the DISTRICT.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed on the date of their respective signatures.

Tarrant County, Texas

**Tarrant County Emergency Services
District No. 1**

By: _____
Tim O'Hare
Tarrant County Judge

By: _____
Donnie Davis
President

Date: _____

Date: _____

ATTEST:

County Clerk

Secretary

Approved As to Form:

Criminal District Attorney's Office*

Attorney for District

*By law, the Criminal District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

**EXHIBIT A
SCOPE OF SERVICES**

The COUNTY agrees to provide services on behalf of the DISTRICT, if requested in the Annual Service Plan by the DISTRICT, to include the following:

a. Human Resources

i. COUNTY shall hire, manage, and retain staff for DISTRICT.

1. COUNTY shall employ administrative staff necessary to support the functions of DISTRICT.
2. The DISTRICT retains the right to hire any personnel it deems necessary, at its sole cost and expense.

b. Facilities

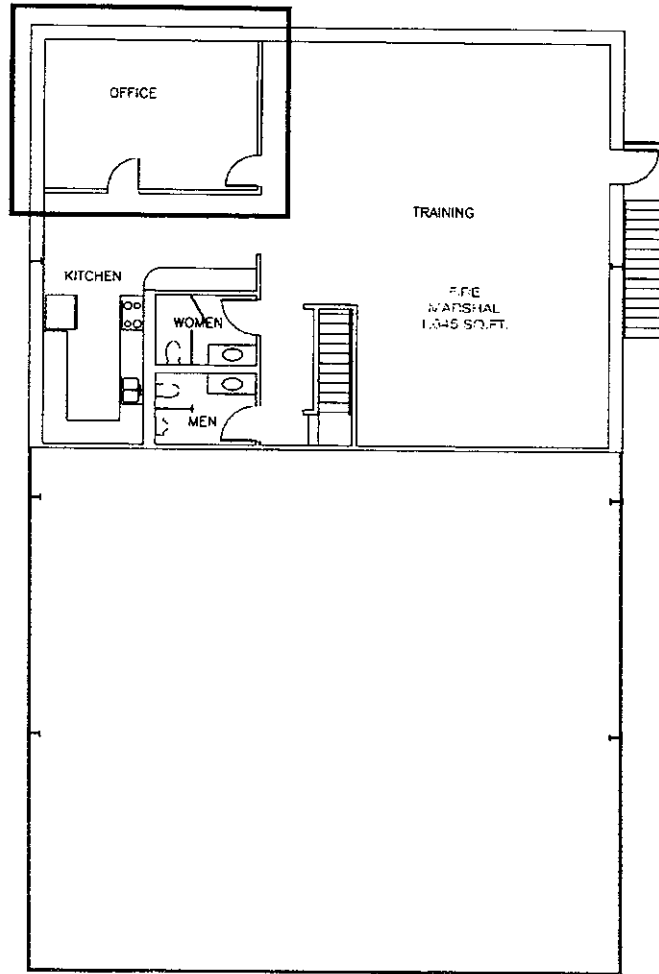
i. COUNTY agrees to make available to the DISTRICT, with the permission of the COUNTY, and subject to any natural disaster, emergency or Act of God, including a pandemic, designated office space located at 2750 Premier Street, Fort Worth, Tarrant County, Texas, which shall include space for the DISTRICT's monthly and special meetings, a separate space to be used for any executive sessions required by the Board of Commissioners during an open meeting, and space to be used during business hours by an executive director, as detailed in Exhibit C, attached hereto. A fee of \$200.00 per month (\$2,400.00 annually), \$0.88 per square foot, for approximately 227 square feet, will be assessed for the use of the space detailed in Exhibit C.

EXHIBIT B COMPENSATION

In consideration of the services provided by COUNTY, when requested in the Annual Service Plan by the DISTRICT, DISTRICT will compensate COUNTY as outlined herein.

- a. DISTRICT shall provide to COUNTY an Annual Service Plan for the following fiscal year by April 1, or another date mutually agreed to in writing by both Parties, and the Annual Service Plan shall state in detail the services that the DISTRICT requests the COUNTY to provide to the DISTRICT for the upcoming fiscal year.
- b. By July 15, or another date mutually agreed to in writing by both Parties, COUNTY shall provide notice to the DISTRICT of the required Annual Service Fee for COUNTY's performance of the services in the Annual Service Plan that COUNTY agrees to provide.
- c. The Annual Service Plan shall include, and the DISTRICT shall pay to the COUNTY, an Annual Service Fee that includes, for all services that COUNTY agrees to provide to the DISTRICT, the following:
 - i. Compensation for the employment and salary expense of administrative staff and other staff as requested and necessary to support the functions of the DISTRICT, including the employer contribution for the following: health care, life insurance, retirement, flexible spending account, social security, and other employer contributions paid on behalf of the COUNTY employee, as determined by the COUNTY. The COUNTY hereby determines that the charge for administrative support services during Fiscal Year 2024-2025 shall be \$50,000.00.
 - ii. An amount allocated for the DISTRICT's rent, per square foot, which includes a proportionate amount for utilities (water, gas, electricity, internet, etc.) for use of the facilities, as detailed in Exhibit C, as determined by the COUNTY.
 - iii. The total Annual Service Fee to be paid by the DISTRICT to the COUNTY according to the terms of the ILA for Fiscal Year 2024-2025 shall be \$52,400.00.
- d. DISTRICT shall remit payment of the Annual Service Fee to the County in equal quarters, no later than January 15, April 15, July 15, and October 15 of each year.

**EXHIBIT C
DESIGNATED OFFICE SPACE**



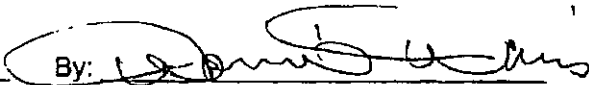
2750 Premier Street
Fort Worth, TX 76111

Level 2 Floor Plan
~227 square feet

Tarrant County, Texas

Tarrant County Emergency Services
District No. 1

By: _____
Tim O'Hare
Tarrant County Judge

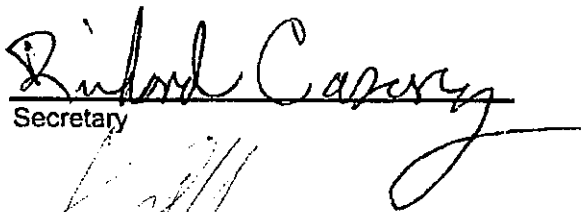
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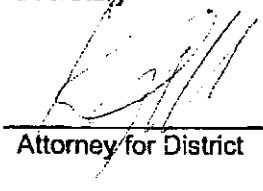
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CO# 144179



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SUBMITTED BY	Administrator	PREPARED BY:	Miriam Garza
		APPROVED BY:	Kandice Boutte

STATE OF TEXAS § FIRST AMENDMENT TO INTERLOCAL AGREEMENT
 § BETWEEN TARRANT COUNTY AND TARRANT
 § COUNTY EMERGENCY SERVICES DISTRICT NO. 1
COUNTY OF TARRANT § FOR ADMINISTRATIVE SERVICES

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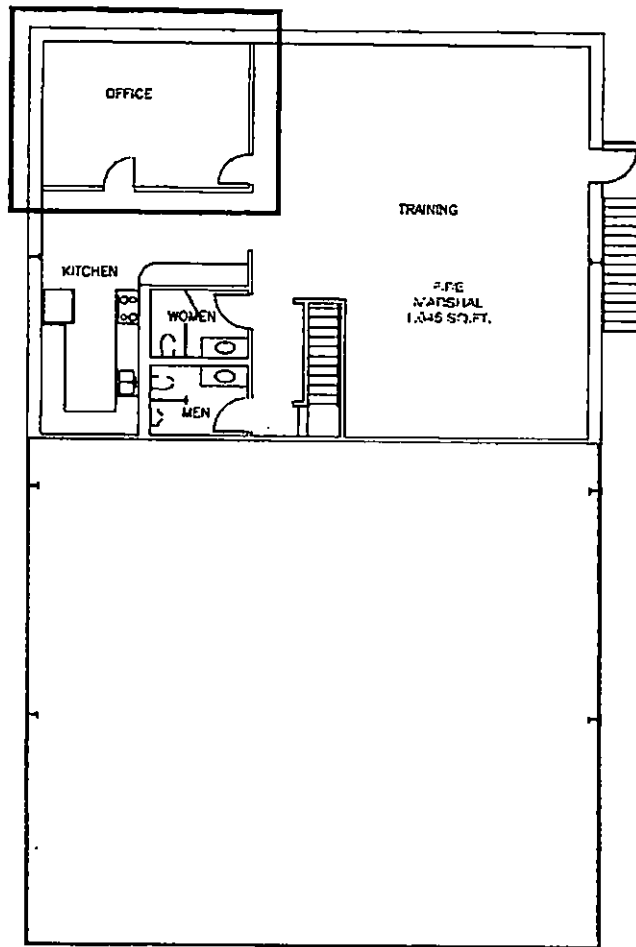
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**EXHIBIT C
DESIGNATED OFFICE SPACE**




2750 Premier Street
Fort Worth, TX 76111

Level 2 Floor Plan
~227 square feet

Tarrant County, Texas

Tarrant County Emergency Services
District No. 1

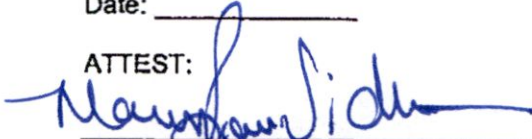
By: _____
Tim O'Hare
Tarrant County Judge

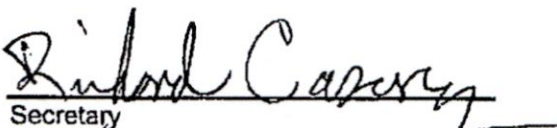
By: 
Donnie Davis
President

Date: _____

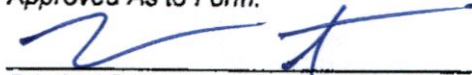
Date: _____

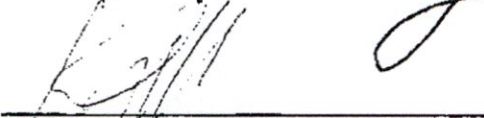
ATTEST:


County Clerk


Secretary

Approved As to Form:


Criminal District Attorney's Office*


Attorney for District

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Consideration of the First Amendment to the Interlocal Agreement between Tarrant County and the Tarrant County Emergency Services District No. 1 for the Provision of Administrative Services

SIGNED AND EXECUTED this 25 day of November, 2024.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink, appearing to read "Tim O'Hare", with a horizontal line extending to the right.

Tim O'Hare
County Judge
11/25/2024